

DISTRICT COURT, STATE OF CALIFORNIA

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

FILED  
08 FEB 27 PM 2:36  
RICHARD W. WIEBING  
CLERK U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

HECTOR R. VILA

C/o 3005 Pear Street,

Antioch, California Zip Code Exempt,

Libellant,

vs.

WASHINGTON MUTUAL, KERRY K. KILLINGER

et. Al.

C/o P.O. Box 78148

Phoenix, Arizona [85062]

Libellee,

) Case No.: No. C-08-0438 MMC

) MEMORANDUM

MEMORANDUM

Now, by special appearance, comes Hector R. Vila, the flesh and blood man, Sui Juris and unschooled in law, hereinafter referred to as me, my, I, or the like, to make the following AFFIDAVIT with clean hands, full disclosure and no intent to defraud, furthermore, the following first hand asseverations are true, complete, certain and not meant to mislead or delay.

1.) I am of legal age, competent to testify and under no legal disability.

2.) Libellant has filed an action for declaratory judgment.

3.) Libellant has exhausted his administrative remedies in this instant matter.

4.) Libellant seeks a default judgment as libellees have failed to rebut the complaint.

5.) Libellees have failed to ask for a more definitive statement and are in agreement with libellant.

6.) WASHINGTON MUTUAL'S PRESENTMENT fails to aver any first hand knowledge

of the facts therein.

7.) Averments of an attorney are not first hand evidence and serve as hearsay testimony which is not admissible.

8.) I have perfected an administrative COUNTERCLAIM procedure to exhaust my administrative remedies in this instant matter, see Notary Protest.

9.) An examination of the Notary Protest will serve to establish that WASHINGTON MUTUAL BANK has agreed to be bound to the COUNTERCLAIM obtained through the binding arbitration process of a Notary Protest, see Notary Protest.

#### OVERVIEW OF FACTS

10.) On 8/29/07 Libellees sent a presentment to me demanding payment of a sum certain.

11.) I conditionally accepted that presentment upon WASHINGTON MUTUAL'S continuing fiduciary duty to deal honestly and answer questions about the underlying obligation.

12.) The RECORD shows that WASHINGTON MUTUAL refused and/or failed to provide the requested proof of claim.

- a. Provide the original note, both back and front, upon which the purported obligation arises,
- b. Provide evidence in the form of your book keeping entries that show where the "funds" originated.

13.) I am unschooled in law and if the terms I have used are confusing I apologize and will be honored to clarify any specific definition, in doubt, to settle and close this matter in harmony with the post bankruptcy public policy of the UNITED STATES inc.

14.) WASHINGTON MUTUAL has at no time, indicated any confusion with my correspondence.

15.) WASHINGTON MUTUAL has remained silent.

16.) WASHINGTON MUTUAL had ample opportunity to ask for a more definitive statement.

17.) The RECORD shows that no such request for a more definitive statement was executed.

18.) Federal Rules of Civil Procedure provide for default judgment by the clerk for a failure to appear and defend.

19.) The Protest evidences WASHINGTON MUTUAL'S agreement, consent and stipulation to our position.

20.) A declaratory judgment establishing WASHINGTON MUTUAL'S default is appropriate.

My yea is my yea and my nay is my nay.

Dated this 11TH day of February, 2008



By, authorized representative  
Without recourse